

-2-

limited in time for five years from this date. This release is turned over by Messrs. Beyer and Willson. Subsequently a new release was obtained, unlimited as to time. This release has not been conveyed by Messrs. Beyer and Willson. Mr. Beyer and his wife and Mr. Wilson should execute a conveyance of this release.

House Rock Fishery, Lancaster No. 12.

(1) Abstract and affidavits showing title of this tract are to be prepared by William F. Beyer. They should be submitted to Simpson, Thacher & Bartlett after their completion.

(2) Subsequently to the preparation of the abstract examined by Simpson, Thacher & Bartlett, it was discovered that an undivided one-half interest in the property had not been acquired by Messrs. Beyer and Willson when the original transaction took place. Deeds have now been obtained from two sources for this undivided one-half interest. These deeds run to George B. Willson as grantee. Mr. Beyer and his wife and Mr. Willson should execute a conveyance of these releases to Cary T. Hutchinson, and Cary T. Hutchinson and his wife should then execute a conveyance to the purchasers.

Rolandus Brubaker, Lancaster No. 13.

Cary T. Hutchinson should agree to hold purchasers harmless against any claim that might be made on behalf of lessees under a mineral lease made to Stouch et al for 15 years from 1899.

John T. Brubaker, Lancaster No. 14.

Wife of John T. Brubaker did not join in release to Cary T. Hutchinson. Release should be obtained from her.

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Walton Tract, Lancaster No. 18.

I.

The following judgments are outstanding upon an undivided 1/24 interest in the property.

(1) Robinson v. Patton, \$1,000, entered April 21, 1904.

(2) Rieker v. Patton, \$1,000, entered Oct. 17, 1895.

Cary T. Hutchinson should agree to hold purchaser harmless against any claims arising on these judgments.

II.

There is a claim for dower in favor of widow of Samuel Ankrim, amounting to \$324. outstanding upon this property. When Cary T. Hutchinson purchased this property he took a bond indemnifying him against any claim arising on account of this dower. William F. Beyer says that this bond is assignable. Bond should be assigned to the purchaser. (This same dower is also outstanding on Hartman's Island. Island Abstract No. 5).

Lewis and Thomas Creamer, Lancaster Nos. 20 and 21.

There are outstanding mineral leases on these properties similar in their general terms to lease mentioned under Rolandus Brubaker, supra, No. 13. Cary T. Hutchinson should agree to indemnify purchaser against any claims that might be asserted on behalf of lessees.

Stoner's Island, Island Abstracts Nos. 6 and 7.

I.

Submit proof that James Galen who conveyed to Krous and Frylye in 1901 was unmarried.

II.

Submit proof that Jacob M. Eshleman who conveyed

-4-

to William and Clayton Erb in 1900 was unmarried.

Josiah Haugh, York No. 7.

There is an outstanding dower interest on this property amounting to \$92. in favor of Susan Detwiler. She is entitled to 6% on this amount, and principal is payable at her death to her heirs. This encumbrance should be removed, or some disposition of it made satisfactory to the purchasers.

Urey Farm, York No. 4.

I.

The record title to this tract became vested in Frederick Shoff, one of the partners in the York Furnace Power Company. He conveyed to William F. Beyer, who has conveyed to Mr. Hutchinson. This tract of land was acquired for the benefit of the York Furnace Power Company, all of the interest in which is now vested in Messrs. Willson and Beyer. They should execute a confirmatory deed in which Mr. Beyer's wife should join, and thereafter Cary T. Hutchinson and his wife should execute a new deed.

II.

The deed from Samuel Fulton to Frederick Shoff should be recorded in Lancaster County.

York Furnace Farm, York No. 5.

Deed from Samuel Fulton, assignee of John Bair to John W. Holman should be recorded in Lancaster County.

Samuel B. and Milton L. Fry, York No. 11.

I.

There is an outstanding dower interest on a portion

-5-

of the property in favor of the wife of Michael Donohoe, amounting to \$264.48 1/3. The widow is entitled to 6% on this amount during her life and at her death the principal is payable to her heirs. This encumbrance upon the property should be removed, or some disposition should be made of it satisfactory to the purchaser.

II.

Release of dower in favor of Elizabeth Richardson should be recorded in York County.

John Stokes, York No. 12.

Affidavit of John Stokes as to adverse possession to be furnished.

Properties below dam in Lower Chanceford and Peach Bottom Townships.

Abstract of title for *their perfection* ~~their perfection~~ to be furnished by William F. Beyer.

In consideration of the sum of one dollar and other
valuable consideration, we the undersigned hereby agree
to perform all of the obligations undertaken by Caring
T. Hutchinson in the within agreement at our own
cost and expense except those relating to the
Amos Watson Trust, Lewis Creamer & Thomas Creamer,
and S. B. and M. L. Fry

Dated June 20, 1905.

W. F. Beyer
G. W. Wilcox

Stock Deposit Agreement, McCall Ferry Power Company**McCALL FERRY POWER COMPANY.
STOCK DEPOSIT AGREEMENT.**

WHEREAS, the subscribers hereto deem it desirable, in view of the existing arrangements under which the construction of the works and plant of this Company is to be financed, that the stock of the Company should be held together and voted as hereinafter provided during the period of construction:

NOW, THEREFORE, each subscriber hereto, in consideration of the premises, of the agreements of the other subscribers hereto and of the acceptance by Messrs. Harvey Fisk & Sons of the duties of depositaries, and by the Voting Committee of their duties, hereunder, hereby agrees to and does deposit all the stock owned by him in said McCALL FERRY POWER COMPANY (being the number of shares written after his signature hereto) with Messrs. Harvey Fisk & Sons as depositaries under the following terms and regulations:

Stockholders are to duly assign their certificates for transfer to said Harvey Fisk & Sons, who are to procure transfers pursuant thereto and hold the stock until November 1, 1908, unless the works and plant of said McCALL FERRY POWER COMPANY should be completed and put in actual commercial operation prior to that date, in which case this deposit arrangement is to terminate then. It may also be terminated prior to said November 1, 1908, by the concurrent action to that effect (evidenced by written instrument duly acknowledged) of the depositors of two-thirds of all the stock deposited hereunder. Until the termination of this deposit arrangement, said Harvey Fisk & Sons are to vote each share of stock deposited hereunder, at every stockholders' meeting, as directed by a writing signed by the Voting Committee hereinafter provided for. Upon the termination of this deposit arrangement, said Harvey Fisk & Sons will turn over to the depositors respectively, or to their personal representatives or successors, certificates for the shares of stock deposited hereunder.

The Voting Committee to direct the voting of all stock deposited hereunder shall be Henry F. Dimock, William M. Barnum and S. Reading Bertron, all of New York; and any direction or other appropriate writing shall be deemed to be the act of such committee if signed by any two members thereof. In case any member of such committee shall die, resign or for any other reason cease to act as such, the remaining members shall, by writing to be filed with said Harvey Fisk & Sons, appoint a successor.

Said Harvey Fisk & Sons accept the duties of depositaries and said Voting Committee accept their duties under this arrangement as herein defined, and agree to act in these capacities respectively without compensation. Any of them may be depositors of stock hereunder.

IN WITNESS WHEREOF, said Harvey Fisk & Sons, said Voting Committee and the subscribers have severally set their hands and seals hereto this twentieth day of January, 1906.

NAME.

NUMBER OF SHARES.

Preferred

Common

For Value Received, Harvey Fisk & Sons hereby assign and transfer to Knickerbocker Trust Company, a corporation of New York, the foregoing "Bond and Stock Purchase Agreement," and all their rights and interests therein and thereunder, excepting and reserving, however, the right and option of said Harvey Fisk & Sons, as stated in said Purchase Agreement, to purchase the bonds covered thereby at ninety, which right and option remains in said Harvey Fisk & Sons unaffected by this assignment. We hereby certify that the subscriber to said Agreement has paid the first instalment of 20 per cent. of his subscription and no more.

McCALL FERRY POWER COMPANY.

STOCK DEPOSIT RECEIPT.

No. 100

Shares Preferred.

Shares Common.

HARVEY FISK & SONS hereby acknowledge the receipt from
of certificates for _____ *shares of the Com-*
mon Stock and _____ *shares of the Preferred*
Stock of McCALL FERRY POWER COMPANY, to be held by the under-
signed as depositaries under the terms and regulations of the Stock Deposit
Agreement, a copy whereof is endorsed hereon.

Dated New York, _____ *190*

Testimony of James H. Harlow Regarding Values of McCall Ferry Power Company Bonds and Common Stock. Susquehanna Power Company v. The Proprietors of The Susquehanna Canal, in the Circuit Court for Cecil County, January 28, 1907.

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J. H. Harlow

Q At what price ?

A We received \$200,000 in cash - 200 \$1,000 bonds and 1,000 shares of stock at the par value of \$100.

Q You still hold these bonds, you and your associates ?

A Yes, sir.

Q What do you consider them worth ?

A Well, that is a difficult matter to say.

Q Well, what would you take for them ?

A The Underwriters got them at 90 cents on the dollar.

Q Would you take 90 for them ?

A No, sir ; I don't think I would ; I think I would want par for them.

Q It would be fair to assume that they were worth 90 then, would it not ?

MR. WILLIAMS: Don't cross examine.

Q Well, in your opinion would they be worth 90 ?

A I don't think I could get 90, but I would not take 90 I don't think.

Q You would not take less than par ?

A No, sir ; I don't think I would.

Q And the stock ?

A That is such a prospective matter that I think 10 cents

-12-

J. H. Harlow

on the dollar would be enough for that.

Q That would be how much ?

A \$10,000.

Q And taking the bonds at 90 would be how much ?

A That would be \$435,000.

Q Including the cash ?

A Yes, sir.

Q \$435,000 ?

A Yes, sir ; \$435,000.

Q That would be a fair appraisalment you think ?

A That would be fair I suppose.

Q Well, now Mr. Harlow will you tell me whether or not it is possible to construct a dam across the Susquehanna River at a point at or near Broad Creek ?

A It is.

Q That dam would be upon the land on each side of the river upon the land of the McCall's Ferry Power Company, wouldn't it ?

A If you put it above Broad Creek the west end would be on the property of the McCall's Ferry Power Co. ; —if it ran right straight across, the east end would not.

Records of Bertron, Storrs & Griscom Re: Value of Stock
and Bonds

PENNSYLVANIA WATER AND POWER COMPANY

M-1711

FILE _____

Referred to _____

Note, Advise

Check, Answer

Return to _____

Reopen _____

May 23, 1938.

Re: Determination of Original Cost

Messrs. Bertron, Griscom & Company, Inc.
40 Wall Street
New York, N.Y.

Attention: Mr. Joseph O. Adams,
Secretary and Treasurer

Gentlemen:

Mr. Gunn has advised me of his conversation with you last Friday, in which you requested formal communication from this Company before making a search of your files for old McCall Ferry Power Company material. As he probably told you, in order to comply with recent requirements of the Public Utility Commission of Pennsylvania and of the Federal Power Commission, this Company must establish the original cost of its property to the person first devoting it to public service. This makes necessary an exhaustive study of the old records having to do with the early history of the hydroelectric development at Holtwood, Pennsylvania.

The Pennsylvania Water & Power Company originated as a reorganization of the McCall Ferry Power Company. The latter Company was organized in 1905 for the purpose of developing hydroelectric power from the Susquehanna River near McCall's Ferry in Lancaster and York Counties, Pa.

We believe that your firm was active in preliminary development work which led to the formation of the McCall Ferry Power Company. We are endeavoring to ascertain the identity of the recipients of the McCall Company common stock and the nature and scope of any services that may have been rendered. Do your firm records of the period 1900-1910, inclusive, reveal ownership of any McCall Company stock or the nature of services rendered in connection with that company? If so, we will appreciate your

Page 2
5/23/38.

granting us an opportunity to examine any records that you have retained which relate to the affairs of the McCall Ferry Power Company and will be glad to bear any expense that our examination may occasion.

Very truly yours,

Jas. L. Rintoul,
Vice President.

JLR:DG:H

BERTRON, GRISCOM & CO., INC.
 40 WALL STREET
 NEW YORK

LAND TITLE BUILDING
 PHILADELPHIA

CABLE ADDRESS
 "BERTRON"
 NEW YORK
 BENTLEY'S CODE

May 27, 1938

Mr. James L. Rintoul, Vice Pres.,
 Pennsylvania Water & Power Company
 Lexington Bldg., Baltimore, Maryland

Dear Sir:

Your letter of May 23rd has been received and noted.

We are not able to be of a great deal of assistance to you in this matter, as several months ago we had all of our correspondence files prior to 1914 destroyed to reduce storage space. Mr. Bertron probably could give you some information from memory, but he, unfortunately, is ill at present. Upon his return to the office we will bring the matter to his attention.

Records of our firm investments show that on November 21, 1906 there was recorded the receipt of 1,875 shares of preferred stock and 12,462½ shares of common stock of the McCALL COMPANY. On December 11, 1906, 5000 shares of the common stock were transferred to Lee, Higginson & Co. On August 9, 1907, there is recorded the receipt of 150 additional shares of common stock from Charles D. Pullen. On December 28, 1908 all of this common stock was written off. On November 9, 1908 there is recorded the receipt of 360 additional shares of preferred stock described as "from syndicate". On December 28, 1908, all except 160 shares of this preferred stock was written off.

On the sheet recording the charging out of these 2075 shares of preferred stock there is the following tabulation in the margin, which appears to relate to the entry:

To C. A. Coffin interest	775 shares
To Lee, Higginson & Company	1,025 "
Owe H. F. Dimock	
Sanderson & Porter	not del. 275 "
M.W.D.	
T.H. McKittick	
	2,075 "
Less Car	1,875 "
	200 "
Less 2,235	
2,075	
160	

Penn. Water & Power Co.-2-May 27, 1938

On a separate sheet there are recorded the following entries relating to the McCall Ferry Power Company preferred stock with the certificate numbers stated:

November 18, 1908..Received Certificate No. 243 for
1,100 shares

November 19, 1908..Transferred on Certificate No. 320
1,025 shares to Lee Higginson
& Company

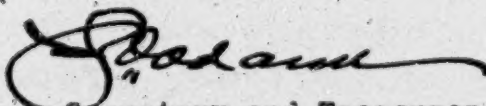
November 19, 1908..Certificate No. 321 for 75 shares
received in the n/o Bertron,
Storrs & Griscom.

Apparently Certificates No. 320 and 321 were
exchanged for Certificate No. 243.

We understand from our conversation with Mr.
Gunn you have a record of our ownership of eighty (80)
McCall Company bonds.

I hope that the above information will be of
assistance to you, pending Mr. Bertron's return.

Very truly yours,


Secretary and Treasurer

JOA:L

RICHARD S. STORRS
BLUE MOUNTAIN LAKE
NEW YORK

July 21, 1938.

Mr. James L. Rintoul, Vice President
Pennsylvania Water & Power Company
Lexington Building
Baltimore, Maryland

Dear Sir:

Your letter of the 18th instant addressed to my son, Richard S. Storrs, Jr. is forwarded here for my reply. It deals with the McCall Ferry Power Company and asks for information concerning its earlier history as dealt with by Bertron, Storrs & Griscom.

There are absolutely no records in my possession concerning this Company nor does my memory recall any detail concerning its early history. I am sorry I cannot be of service to you.

If any records exist they are in the files of Bertron, Griscom & Company. Mr. Bertron died within the month. He had most to do with the McCall Ferry Power Company and the negotiations dealing with its formation.

Regretting my inability to serve you
I am,

Very truly yours,

Richard S. Storrs

17

[illegible]

19

November 24th 1906

188	Stock		1000			
391	Pd. Honest entry me Call, Ferry etc				1000	

32

150 11th

Dec 11th 1906

134	Dr Geo La Haye	5000	5000
392	Post 4c		
108	Stock	746250	746250
392	Post		
	To increase 1000000		
	746250 to 2		

47

December 31, 1966 Continued

✓	1875 at McCall's farm	10-40	75.000				
✓	7462 1/2	" Am "	2-10	59.700			
✓	4027	Mona B	" 10-25	60.405			
✓	6656	H. B. B. Am	" 50-70	132.180			
✓	(5.000 at Buffalo New York)	" 20			107	999	
✓	(another Buffalo New York)	" 20			327	226	
	P. 1/2 on above do after Buffalo New York						
							327 226
							107 999

Friday August 9-07

✓	Exp. 9 salary min. Storking. Zephora				10			
✓	do 9. Catayan French Lett Co.				1675			
✓	S.R.B. do				275			
✓	M. J. D. do				300			
✓	B.R. A. C. Whipple 9. add to work. Demand				100			
✓	Stock 150 McCalla Am. @ 5 Shant D. Pullen				750			
✓	N.Y. Trust Co.	325.						
		<u>172.</u>						
✓	Exp 9. Note Blank				497			
✓	Min. H. Cash	20.-					30	
✓	" " "	22.						
✓	A. M. "	8.						
✓	A. H. "	6.						
✓	A. J. Lamm	<u>25.</u>			81			
✓	Cash							146180

Correspondence With Bertron, Griscom & Company Re:
Value of Stock and Bonds

BERTRON, GRISCOM & CO., INC.
LAND TITLE BUILDING
PHILADELPHIA

40 WALL STREET
NEW YORK

December 4, 1939

Pennsylvania Water & Power Company
Lexington Building
Baltimore, Maryland

Attention: Mr. Gunn

My dear Sir:

Referring to the draft of the letter addressed to the Pennsylvania Water & Power Company which you want me to sign, together with the story of the transaction, I have read both with interest and now advise you that I don't care to sign the letter.

I have no quarrels with any part of this statement, but so many years have elapsed that I have no recollection that would justify me in making and swearing to any statement as you ask.

Very truly yours,

Roman & Griscom

REG/E



Draft of Letter from Mr. GriscomAttention of Mr. Gunn

Pennsylvania Water & Power Company,
Lexington Building,
Baltimore, Maryland.

Dear Sirs:

You have asked me for a sworn statement of the participation of my firm, then known as Bertron, Storrs & Griscom, in the financing in the spring of 1905 of McCall Ferry Power Company.

My firm commenced as head of the underwriting group but eventually took a position junior to that of Harvey Fisk & Sons who took over leadership of the financing. We received an aggregate of 12,462½ shares of Common Stock of the Company out of which we delivered to Lee, Higginson & Co. 5,000 shares for their participation, leaving us 7,462½ shares as our compensation as bankers or underwriters. At this late date it is difficult for me to recall what value we placed upon the Common Stock of McCall Ferry Power Company in the spring of 1905. However, I do recall that the prospects for the enterprise at that time were very bright and that the best engineering and operating talent were engaged to carry out the enterprise. All of the people who were familiar with the undertaking felt confident that substantial earnings on the Common Stock would

be available in a reasonably brief period and it is my
~~best estimate at this time~~ ^{opinion} that a valuation of between
\$ and \$ a share in 1905 would not
be out of line with the consensus of opinion of those
best qualified to make a valuation.

Very truly yours, .

Subscribed and sworn to
before me this day
of , 1939.

BERTRON, GRISCOM & CO., INC.
40 WALL STREET
NEW YORK

LAND TITLE BUILDING
PHILADELPHIA

CABLE ADDRESS
"BERTRON"
NEW YORK
BENTLEY'S CODE

December 8, 1939

Donald Gunn, Esquire
Pennsylvania Water & Power Co.,
1600 Lexington Building
Baltimore, Maryland

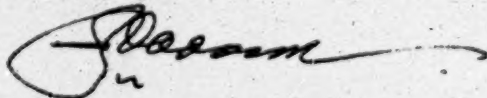
Dear Mr. Gunn:

Mr. Griscom sent me a copy of his letter to you and I am sorry I was not successful in my efforts to get for you the letter you wanted.

Mr. Griscom returned the papers to me and I will hold them here for you until the next time you are in New York.

Sincerely yours

JOA:L



ORM MD 55

PENNSYLVANIA WATER AND POWER COMPANY

FILE M-1711-3952

Referred to _____

Notes,	Advice
Check,	Answer
Return to	
Reopen	

January 8, 1940

Re: Determination of Original Cost -
McCall Ferry Power Company

J. O. Adams, Esq., Secretary and Treasurer
 Barton, Griston & Co., Inc.
 40 Wall Street
 New York, New York

Dear Mr. Adams:

We have received Mr. Griston's letter of December 4, 1939 stating that he could not at this time estimate for us the value of McCall Ferry Power Company Common Stock which was received by your firm at the time the stock was received. We also have received your letter of December 8, 1939 referring to Mr. Griston's inability to estimate this stock value for us, and stating that you would hold at your office our Company's records which you and I used in preparing the facts which were submitted to Mr. Griston. I expect to be in New York shortly and will call for these records.

We take it that since Mr. Griston was unable to give us a direct estimate of the value of this stock at the time it was received by your firm, and in view of the fact that he is the only living member of the firm who was familiar with the enterprise at that time, the possibility of your firm giving us an estimate of this value has been exhausted. There are, however, one or two points in connection with the amounts at which your firm carried these stocks on their books, in connection with which we would like to have your advice. Your records show that the Common Stock was carried from time to time at amounts ranging from \$1 up to \$10, and that the Preferred Stock was carried at amounts ranging from \$10 up to \$50. It would be helpful to know which of these amounts represented the appraisal by your firm as to the actual value of these stocks when they were received.

Our need for the foregoing information arises from the fact that the regulatory authorities require that we establish the value of these stocks in connection with the determination of the original cost of the Company's property.

CC: Messrs. J.A. Walls, J.L. Rintoul, P. A. Allier, M.B. Higgins

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J. O. Adams, Esq.
January 8, 1940

We are sorry to make repeated requests for your assistance in this matter as we realize that they are bothersome and make demands upon your time. However, if you can give us an explanation in connection with the foregoing matters, it will assist us materially in interpreting the information we have obtained from your firm's records, which it is very doubtful if we can do without your assistance.

Very truly yours,

Donald Gunn
Assistant to Chief Engineer

DG:J

BERTRON & CO., INC.
40 WALL STREET
NEW YORK

LAND TITLE BUILDING
PHILADELPHIA

January 9, 1940

RECEIVED.....

FILE.....

REFER.....

ANSW BY.....

DATE.....

CABLE ADDRESS.....

"BERTRON"

NYPERK.....

BENTLEY'S CODE

Pennsylvania Water & Power Company
Lexington Building
Baltimore, Maryland

Attention: Mr. Donald Gunn ✓
Asst. to Chief Engineer

Gentlemen:

Your letter of January 8th is received. I am not surprised that Mr. Griscom has no recollection of details regarding the McCall Ferry Power Company transaction. I believe Mr. Bertron originated and handled this deal. Unfortunately, his death on June 30, 1938 has removed any possibility of obtaining information which he might have recalled and which I hoped he could furnish, as stated in my letter of May 27, 1938. I was never able to discuss any business matters with him after that date as he died at the end of June 1938.

Due to the fact that I was not in the employ of Bertron, Storrs & Griscom at the time of the McCall Ferry Power Co. transaction, it is impossible for me to state which, if any, of the recorded amounts represented the appraisal by the firm as the actual value of the stocks when received. It would appear to me that the partners placed various arbitrary amounts in the McCall Ferry Power Co. stock accounts, as well as in other stock accounts, probably in accordance with understandings or agreements between them.

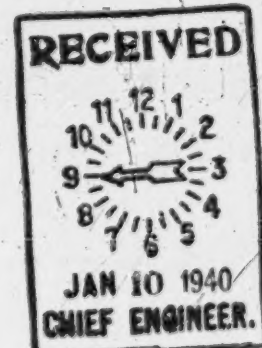
Hoping the above may be of some assistance to you, we
are

Very truly yours,

BERTRON & CO., INC.

J. Cassin
Secretary-Treasurer

JOA:L



**Hopkins' Affidavit, Correspondence Re: Coudert Bros.' Fee
for Legal Services**

STATE OF NEW YORK,)
)
COUNTY OF NEW YORK,) ss.:

JAMES E. HOPKINS, being duly sworn, says:

I first became associated with the law firm of Coudert Brothers in 1899 and was acquainted with and worked with Lorenzo Semple until his death in 1928. Mr. Semple was a member of the firm for over thirty years and during that time was certainly one of the outstanding lawyers in the City of New York.

Mr. Semple was a friend of and personal attorney for Dr. Cary T. Hutchinson and represented and advised him and his associates in connection with a development on the Susquehanna River for hydro-electric power generation. Mr. Semple was not only an especially capable lawyer, but was gifted with an unusually keen sense of business ability and judgment. Because of his outstanding position, his time and advice were at a premium and commanded substantial fees. In handling his cases, he was very thorough and spent a vast amount of time in studying the various aspects of the problem and the law pertaining thereto. He rendered formal opinion only after very careful study and research and continually revised and redrafted his plans for a proposed corporation — such as the McCall Ferry enterprise. When he undertook a case, it was his custom to work on it continually, frequently working until late at night.

An examination of the firm's files has established that several hundred letters were written by Mr. Semple in connection with this Susquehanna River development, including several opinions which necessarily required a thorough study of Pennsylvania corporation law and court decisions. Mr. Semple

-2-

worked on the McCall project over a period of more than four years prior to the incorporation of the McCall Ferry Power Company.

From the character and volume of work done by Mr. Semple on the McCall project during these years; my knowledge of Mr. Semple's status in the firm at that time; the firm's method of reckoning its fee on work of this character; and the rate at which fees were charged for work on which Mr. Semple was engaged; it is my opinion that the firm's fee for services rendered in connection with the McCall Ferry Development prior to the incorporation of the McCall Ferry Power Company would have been not less than \$50,000. This amount would be in addition to a fee of \$5,000. which was paid by the McCall Company after that Company was formed. This latter payment was made to the firm for services rendered during the five months following the formation of McCall Company, at which time Simpson Thacher & Bartlett became principal counsel for the company. This change in legal advisors came about as the result of control of the enterprise vesting in Harvey Fisk & Sons and other bankers rather than in Dr. Hutchinson and his associates.

The fee received by our firm from Dr. Hutchinson for services prior to the incorporation of McCall Ferry Power Company was paid with \$20,000 cash and 1,000 shares of common stock of the McCall Ferry Power Company. I am not qualified to place a value on that stock as such, but I believe and am of the opinion that the services rendered warranted a charge of at least \$50,000 and that unless the firm had believed that

-3-

the \$20,000 cash, plus the 1,000 shares of stock, were equivalent to this amount, they would not have accepted it as payment for their services.

James E. Hopkins

Sworn to before me this

5th day of December, 1939.

Francis N. Lodi

GENEVIEVE M. SHELL
NOTARY PUBLIC, Kings County
Cik. No. 261, Reg. No. 379
are filed in New York Co.
Cik. No. 505, Reg. No. J-5-27
Commission expires March 30, 1940

CARY T. HUTCHINSON
CONSULTING ELECTRICAL ENGINEER
ROOM 2407-60 WALL STREET
NEW YORK CITY
TELEPHONE CONNECTION

June 26, 1905.

Dim

Lorenzo Semple, Esq.,
71 Broadway,
New York City.

Dear Semple:-

I am very glad that the occasion has arisen for sending you the enclosed cheque for \$20,000; Mr. Dimock tells me that he and you have agreed on a basis of \$20,000 and \$100,000 stock of the Company.

I feel that a large portion of our success is due to your efforts in the matter, and I congratulate myself that I got hold of you in the first instance.

Yours very sincerely,

Cary Hutchinson

Enc.(1)

June 27th, 1905.

Cary T. Hutchinson, Esq.,
No. 60 Wall Street, City.

My dear Hutchinson:

I have your check for \$20,000. and confirm Mr. Dimmock's statement that we have agreed on the basis of \$20,000 and \$100,000 in stock of the Company. I thank you very much for the check and equally as much for the kind expressions contained in your letter.

Yours sincerely,

Hutchinson & Parsons' Engineering Report, August 7, 1905

R E P O R T

to the

B O A R D O F D I R E C T O R S

of the

SUSQUEHANNA WATER POWER CO.

-----o-----

CARY T. HUTCHINSON,
Chief Engineer.

Wm. BARCLAY PARSONS,
Consulting Engineer.

August 7, 1905.

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NEW YORK CITY
TELEPHONE CONNECTION

August 7, 1905.

To the Board of Directors,

Susquehanna Water Power Co.: ---

Gentlemen:-

This report is intended to give a general statement of the present status of the affairs of your Company; the statements made and recommendations have the approval of every member of your Advisory Board of Engineers, although owing to the absence from the City of three members, it is signed only by your Chief Engineer and Consulting Engineer.

This project, as originally undertaken, was to construct a dam at or near McCall's Ferry, Pennsylvania, having a crest elevation of 155 feet above mean sea level which, with the necessary power house and equipment, will have a capacity to deliver 50,000 horse power to Philadelphia or Baltimore, or any point within the tributary territory. It was understood at the outset that it was possible to build a larger plant; no representations, however, were made for the larger plant, since the building of the higher dam necessary was dependent upon the consent of the Pennsylvania Railroad Company to the elevation of the tracks of the Columbia and Port Deposit Railroad, owned by it, to a height of about forty feet above the present grade. Immediately after the project was placed, this matter was taken up with the Pennsylvania Railroad Company, with the result that the Company has consented, informally, to

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elevate its tracks to the required height, at the expense of your Company. The Chief Engineer of the Pennsylvania Railroad Company estimates the cost of this work to be \$580,000, a sum only \$180,000 in excess of the amount included in the original estimates for the dam at an elevation of 155 feet necessary to protect the tracks of the Railroad at their present elevation from floods.

This unexpectedly favorable estimate by the Pennsylvania Company makes it necessary to consider the construction of the higher dam; it is the principal object of this report to give the costs of this undertaking for three heights of dam, that is, elevation at 155, 170 and 185 feet.

In order to secure control of the river, your Company has purchased the property formerly known as the Peach Bottom Development; the ownership of this property brought up the question of the most favorable location for the dam within the entire range of territory owned. Your Advisory Board made a careful examination, with estimates, of the cost of a power development, for the dam located at the three possible points, and unanimously recommends that the dam be placed on the McCall's Ferry site.

The economical development of this river is for a discharge several times greater than the lowest known discharge; under these circumstances it is necessary to supply a part of the power by steam during the season of low water. The auxiliary steam power may be furnished by a plant built by your Company or arrangements may be made with customers of your Com-